



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 (1) of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”)

Chamber Ref: FTS/HPC/CV/25/0563

Re: Property at 72 Elders Crescent, Glasgow, G72 7GL (“the Property”)

Parties:

Mr Tariq Mahmood, 28 Whitelee Crescent, Glasgow, G77 6UH (“the Applicant”)

Miss Lynne Bryson, 72 Elders Crescent, Glasgow, G72 7GL (“the Respondent”)

Tribunal Members:

Lindsay Paterson (Legal Member) and Eileen Shand (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent is in arrears of rent contractually due to the Applicant to the sum of £16 830 and therefore granted an order for payment of the sum of £16 830 together with interest at the rate of 3.75% per annum.

Background

1. By application dated 11 February 2025 the Applicant sought an order for payment of alleged rent arrears of £6 420 together with interest at the rate of 8% from the date of order until payment.
2. The case called for a case management discussion (“CMD”) on 31 July 2025, along with application FTS/HPC/EV/24/5881, which is a conjoined application involving the same parties in which the Applicant seeks an order for eviction of the Respondent by the Applicant. The CMD was heard by a differently constituted tribunal. The tribunal hearing the CMD decided it was necessary to have a hearing in terms of Rule 24 because both the applications for the eviction order and the payment order appeared to be opposed, many facts were disputed and there was some suggestion that the Respondent might be moving to another property.

3. On 28 April 2026 the Tribunal issued a direction to parties requiring the Applicant to provide (i) An up to date spreadsheet showing the amount of any unpaid rent due in terms of the tenancy agreement; (ii) Details of repairs notified by the Respondent as being required to be carried out at the property and any repairs carried out; (iii) Papers sent to the Respondent on behalf of the Applicant in relation to rent increases during the tenancy; and (iv) any further productions to be used by the Applicant at the hearing together with the details of any witnesses to be called on his behalf; and the Respondent to provide (i) Confirmation of the reasons why rent has been unpaid by her during the tenancy; (ii) the Respondent's position as to the amount of rent, if any, which she accepts is outstanding and due by her in terms of the tenancy; (iii) Details of repairs which the Respondent says were reported to the Applicant but were not carried out during the tenancy and (iv) Any further productions to be used by the Respondent at the hearing together with the details of any witnesses to be called on her behalf.
4. On 27 May 2026 the Applicant's legal representative submitted a response to the direction of 28 April 2026.
5. The case called for an in person hearing in terms of Rule 24 at the Tribunals Centre in Glasgow on 14 July 2026. It called along with application FTS/HPC/EV/24/5881.
6. As at the date of the hearing on 14 July 2026 the Respondent had failed to respond to the direction of 28 April 2026.
7. The Applicant and his legal representative, Ms Anderson, attended the hearing on 14 July 2026, along with a trainee solicitor from Ms Anderson's firm, Ms Newberry, and the Applicant's daughter, Amna Mahmood, who the Applicant intended to call as a witness in respect of the application FTS/HPC/EV/24/5881.
8. The Respondent failed to attend the hearing and was not represented. The tribunal clerk called the Respondent on the telephone. The Respondent advised the tribunal clerk that she had thought the tribunal hearing was on 24 July. The Respondent advised the tribunal clerk that she was not in Glasgow and was in meetings until 3pm so she was unable to attend the hearing either in person, or remotely. The Respondent advised the tribunal clerk that she intends to move out of the property but still wishes to oppose the action.
9. The Tribunal advised the Applicant and Ms Anderson of the reason provided for the Respondent's non-attendance and invited submissions on whether the tribunal should hear the case in the Respondent's absence or adjourn to another date.
10. Ms Anderson was also asked to confirm whether the Applicant still sought the sum of £6 420 originally claimed. Ms Anderson advised the Tribunal that the Applicant wished to seek the sum of £18 320 which he claimed was the sum due as at the date of the hearing. Ms Anderson submitted that the Respondent had notice of the increased sum because she had received updated rent statements, including a copy of the updated rent statement sent to the Tribunal on 27 May 2026. Ms Anderson acknowledged however that an application under Rule 14A to amend the sum claimed had not been made or intimated to the Respondent. Ms Anderson sought to make an oral application to amend the sum claimed at the hearing.
11. Having considered submissions from Ms Anderson that the hearing should proceed in the absence of the Respondent, the Tribunal decided that, on

- balance, taking into account the overriding objective, it would not be just to proceed in the Respondent's absence and decided to adjourn the hearing to 10.30am on 07 August 2026.
12. The Tribunal also decided at the hearing on 14 July 2026 to allow the oral application on behalf of the Applicant to amend the sum claimed to £18 320 on the basis that the Respondent would be given the required 14 days' notice prior to the new hearing date.
 13. The Applicant was advised of the continued date of 07 August 2026 at the hearing on 14 July.
 14. The Respondent was telephoned by the Tribunal clerk later in the afternoon of 14 July and advised that the hearing had been adjourned to 07 August 2026.
 15. Following the hearing on 14 July 2026 both parties were sent a note of the hearing and the Respondent was issued with a direction dated 16 July 2026 requiring her to provide (i) any written submissions she wishes to make in respect of the amended sum of £18 320 now sought by the Applicant; (ii) a note of her position as to the amount of rent, if any, which she accepts is outstanding and due by her in terms of the tenancy; (iii) confirmation of the reasons why rent has been unpaid by her during the tenancy; (iv) Details of repairs which she says were reported to the Applicant but were not carried out during the tenancy; and (v) any further productions to be used by her at the hearing together with the details of any witnesses to be called on her behalf by 29 July 2026.
 16. Parties were notified of the hearing on 07 August by email on 24 July 2026
 17. The Respondent failed to respond to the direction of 16 July 2026.

Summary of Hearing

18. The case called for the hearing on 07 August 2026 at Glasgow Tribunal Centre.
19. The Applicant, Ms Anderson, and Ms Newberry all attended the hearing.
20. The Respondent failed to attend the hearing.
21. The Tribunal was satisfied the Respondent had been given proper notice of the hearing in terms of Rule 24(1). Furthermore, the Tribunal was aware the Respondent had been notified of the hearing date by a telephone call from the Tribunal clerk on 14 July 2026 as well as by email on 24 July 2026. The Tribunal was aware that the Tribunal clerk had stressed the importance of attending the hearing to the Respondent when speaking to her and the Respondent had told the Tribunal clerk the date should be fine. The Tribunal clerk had told the Respondent on 14 July 2026 that should she find herself unable to attend the hearing on 07 August for any reason she would require to contact the Tribunal urgently. The Respondent made no contact with the Tribunal prior to the hearing. On this basis, the Tribunal considered it appropriate, taking into account the overriding objective, to proceed in the absence of the Respondent in terms of Rule 29.
22. The Tribunal accepted the terms of the Private Residential Tenancy agreement ("PRT") lodged with the application by the Applicant were agreed by the parties.
23. The Tribunal accepted the rent statement provided by the Applicant as proof of the rent charged and payments made.

24. The Tribunal accepted the evidence provided by both parties in respect of text messages sent between them and did not require the Applicant to provide any further evidence on this.
25. The Tribunal asked that the Applicant provide evidence on the issue of the rent increases.
26. The Applicant gave oral evidence in which he adopted his affidavits of 10 February 2025 and 19 May 2026 and further stated that he had met with the Respondent in March 2025 prior to increasing the rent. The Applicant stated he knew he was required to give the Respondent notice of a rent increase so had discussed it with her. The applicant advised the Respondent had been expecting an increase of 20%, but what he was proposing was only 3 or 4 % so the Respondent was relieved and said she was happy with that. The Applicant referred to an email dated 31 March 2026 which had been submitted to the Tribunal and which the Applicant stated showed the Respondent had accepted the rent increase. The Applicant advised that the Respondent had then paid the increased sum for two months indicating her acceptance of the increase. The Applicant told the Tribunal the Respondent works as a letting agent and therefore is very familiar with the system.
27. In her closing submissions Ms Anderson invited the Tribunal to make an order for the sum sought of £18 320 on the basis that while it was accepted the statutory provisions in relation to rent increases had not been complied with, the Respondent had been provided with sufficient notice of the increase and had demonstrated her agreement by making the increased payments in June and July 2024 Ms Anderson offered an alternative position that if the Tribunal did not accept the rent had been lawfully increased it should grant an order for the alternative sum of £17 570.
28. Ms Anderson also sought interest at the rate of 8% on the basis that this is the Bank of England rate and deemed appropriate.
29. Ms Anderson also sought an award of expenses against the Respondent in terms of Rule 40 on the basis that the Respondent's failure to engage adequately in the process amounted to unreasonable behaviour affecting the conduct of the case. The Respondent failed to reply to directions from the Tribunal, failed to attend the hearing on the date originally assigned and failed to give an adequate reason. The Applicant had to rearrange a trip abroad in order to attend the original hearing. Ms Anderson submitted that the Respondent's conduct had been incompatible with the Tribunal's overriding objective to deal with proceedings justly.

Findings in Fact

30. The Applicant is the owner and landlord of the property.
31. The Respondent is the tenant of the property.
32. Parties entered into a PRT on 18 June 2018.
33. The rent originally agreed under the PRT was £650 per month.
34. The rent has not been lawfully increased in terms of section 22 of the 2016 Act since the tenancy was created and remained £650 at the date of the hearing.
35. The Respondent has failed to pay rent since August 2024.
36. The total rent owed as of 19 June 2026 was £16 830.

37. There were reoccurring issues concerning the boiler at the Property and other issues of disrepair between the period of 2018 and 2024.
38. The Applicant responded appropriately to reports from the Respondent in relation to issues of disrepair within a reasonable time.

Reasons for Decision

39. The Applicant, by his own admission, failed to follow the process set out in Section 22 of the 2016 Act when he attempted to increase the rent.
40. The Tribunal did not accept Ms Anderson's submissions that the Respondent's payments of £700 in June and July 2024 showed she had accepted the increase so, despite the process set out in section 22 of the 2016 Act not having been followed, the rent had still been lawfully increased.
41. The provisions of section 22 of the 2016 Act require that a landlord provide a tenant with at least three months' notice of any proposed rent increase and that such notice be provided by way of the notice set out in terms of Schedule 2 of Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017 ("the Regulations").
42. The email of 31 March 2024 lodged with the Tribunal and referred to in the Applicant's oral evidence showed the meeting with the Respondent at which the Applicant informed her of the proposed increase took place on 26 March 2024. As the increase was to take effect on 19 June 2024 this did not provide the Respondent with the three months' notice required by section 22 of the 2016 Act.
43. Furthermore, the form of notice required by the Regulations contains information for tenants advising them of their right to object to a rent increase and provides sources of advice. The Applicant's failure to provide the Respondent with the requisite information on her right to oppose the increase casts doubt on whether the Applicant truly consented to the increased rent or simply failed to realise she had any choice but to pay it. The Tribunal was therefore unwilling to accept the Respondent's payments of the increased sum remedied the Applicant's failure to comply with the terms of section 22 of the 2016 Act.
44. The Tribunal therefore deducted £50 per month for the 25 months from June 2024 to June 2026 (the difference between the lawful rent of £650 and the charged rent of £700) and £20 per month for the 12 months from June 2023 to May 2024 (the difference between the lawful rent of £650 and the charged rent of £670) from the sum of £18 320 leaving £16 830.
45. The Tribunal considered the Respondent's request, made in her written response of 29 June 2025, to reduce the sum claimed by £3000 to account for significant electricity costs incurred during an extended period without heating. The Respondent has provided no evidence of any increased electricity costs or a breakdown of how the sum of £3000 was calculated. Furthermore, she has failed to respond to two directions, dated 28 April 2026 and 16 July 2026 requiring her to provide further information on her position as to the amount of rent, if any, which she accepts is outstanding and due by her in terms of the tenancy; confirmation of the reasons why rent has been unpaid by her during the tenancy; and further details of repairs which she says were reported to the Applicant but were not carried out during the tenancy.
46. The Tribunal accepted from the text messages provided by both parties that there had been issues with the boiler at the Property, as well as other various

issues of disrepair and that these issues had been reoccurring between 2018 and 2024. However, the Tribunal was satisfied the Applicant had taken prompt steps to deal with matters each time they were reported to him by the Respondent. The Tribunal did not accept that the Property had been entirely without heating for a prolonged period of time as seemed to have been suggested by the Respondent in her response of 29 June 2025, and in the absence of any evidence of the increased heating costs referred to by the Respondent, the Tribunal decided no deduction should be made from the rent arrears.

47. The Tribunal considered that, despite there being no clause in the tenancy agreement agreeing interest on unpaid rent, in light of the notice provided to the Respondent in the application form, served on the Respondent on 10 June 2025, that the Applicant would be seeking an award of interest from the date of a tribunal decision until payment, the Respondent's continued non-payment and the power contained within Rule 41A, it was reasonable to grant interest on the sum due.
48. However, the Tribunal considered 8% to be an unreasonably high rate of interest. The current Bank of England base rate is 3.75%, and the Tribunal considered that a more reasonable rate of interest to award. The Tribunal is aware the judicial rate of interest is 8% but considered the Bank of England base rate a more appropriate rate to award in the current financial climate.
49. The Tribunal accepted that the Applicant had been inconvenienced by the length of time it had taken to hear his case. The Tribunal accepted the distress and worry this had caused the Applicant. However, the Tribunal noted that the only delay which was attributable to any conduct of the Respondent's was the less than four-week period between the adjourned hearing on 14 July 2026 and the hearing on 07 August 2026. The Tribunal did not consider the Respondent's non-attendance at the hearing on 14 July 2026 or her failure to respond to the directions of 28 April 2026 and 16 July 2026 to meet the threshold of unreasonable behaviour affecting the conduct of a case in terms of Rule 40. As such the Tribunal refused the Applicant's request for an order of expenses.

Decision

50. The Tribunal decided to grant a payment order for the reduced sum of £16 830 at a reduced rate of interest of 3.75 % per annum and refused to grant an order of expenses against the Respondent.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.



Legal Member/Chair

Date: 07 August 2026